Alternatives to Detention Support Subgrant Application

Title II Formula Grant
South Dakota Department of Corrections
APPLICATION DUE: June 5, 2020

Applicants with original signatures must be <u>submitted and received</u> by the Department of Corrections by the close of business on <u>June 5, 2020.</u> Faxed and emailed applications will not be accepted. Submit complete applications to:

Bridget Coppersmith
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Codington	County				,
Address: 14 1 st Ave SI	Е				
City/State/Zip: Waterto	own SD 5720	1	Phon	e: 605-882-6288	Fax: 605-882-6288
Email: dlee.gable@gma	ail.com	Federal Emp	loyer	or Payee Identifica	tion Number (FEIN): 46-6000516
Project Director Nam	e: Liz Chris	tianson		Title: Executive	Director
Agency: Boys & Girls	s Club of Wat	tertown	Addı	ess: PO Box 833	
City/State/Zip: Waterto	own SD 5720	1	Phon	ie: 605-886-6666	Fax: 605-886-2632
Email: christianso	onl@bgcofwat	tertown.com			
Please indicate the name Youth Diversion Coordin	e of the servic	e(s) implement			
Project Title: Cod	lington County	JDAI Services			
Requested Project Period:	July 1,	2020– June 3	0, 202	21	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$70,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	
1.0 FTE Youth Diversion Coordinator Salary	\$ 39,140.00
Employee Fringe Benefits (Life and Health Insurance Premiums)	4,400.00
Employer Liabilities (Unemployment Insurance, Social Security, Medicare, Workers Comp)	3,350.00
.15 FTE Director of Operations Salary	9,338.00
15% Director of Operations Fringe Benefits	1,300.00
15% Director of Operations Employer Liabilities	800.00
TOTAL	\$58,328.00
B. Contracted Services	
Family Program Fee Assistance (Prevention programs including P.P.P. and I.P.P., etc.)	\$1,500.00
TOTAL	\$1,500.00
C. Travel and Per Diem	
National Conference TBD (estimates: Air \$700, Hotel \$500, Mileage \$84, Meals \$120)	\$1,404.00
Rapid City Training x 2 Staff (2 days = Hotel \$150 x 2, Meals \$80 x 2, Mileage \$301 x 1)	\$761.00
4 In State Conferences (Hotel \$75 x 4, Mileage \$161.25 x 4, Meals \$40 x 4)	\$1,105.00
TOTAL	\$3,270.00
D. Equipment	
Cellphone Stipend	\$300.00
TOTAL	\$300.00
E. Operating Expenses	
Indirect Costs @ 10% (Based on \$67,793.70)	\$6,779.37
Meals for JDAI monthly meetings (15 pp x \$8 x 12 monthly meetings)	1,440.00
Teen Court Support Materials (Travel to Mock Trial \$75 state hotel rate x 4, Registration \$15 x 8, Mileage to Pierre \$205.70, youth meals \$160, Association Membership Dues \$750, Youth Program/Training Supplies \$1,000)	2,455.70
Zuercher Law Enforcement Database software license purchase/install	\$500.00
TOTAL	\$11,175.07
Total Project Budget Combined totals for all columns	\$74,573.07

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds**.

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities.	Include
information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full	

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1:	Youth Divers	sion Coordinator	
Justification fo	r the position :	Enhanced JDAI services in Codington County including teen court ope case management and referral services, data tracking and analysis	rations, youth diversion,
associated with scope of their poexplaining how position will conduring this awar	this award are out osition and a provall duties associant intinue to be provid:	ted with the	Estimated % Time
	coordination	unies (mass un eerly retate to the implementation of the program)	34
		and diversion services	33
		Ferral and data tracking and analysis	33
Wage/Salary:	\$39,140 Ann		33
Benefits:		ife Insurance - \$4,400 iabilities — Unemployment Insurance, Social Security, M	edicare and Workers
Position #2:	Director of C	Operations	
Justification fo	r the position :	15% Director of Operation's Salary and Benefits to allow for program sinvolvement in meetings, attendance at weekly court sessions and coord events. In year one, there were many tasks to initiate with this new progradditional guidance and leadership will be necessary in year two.	dination of training
scope of their po explaining how position will cor	all duties associantinue to be provi		
scope of their po explaining how position will cor during this awar	all duties associa ntinue to be provi d:	ded and funded	Estimated % Time
scope of their po explaining how position will cor during this awar Personnel Re	all duties associa ntinue to be provi d:	ded and funded Puties (must directly relate to the implementation of the program)	Estimated % Time 8%
scope of their po explaining how position will con during this awar Personnel Ro 1. JDAI (all duties associa ntinue to be provi d: esponsibilities & D	ded and funded outies (must directly relate to the implementation of the program) pervisor	Estimated % Time 8% 7%
scope of their po explaining how position will con during this awar Personnel Ro 1. JDAI (all duties associantinue to be provied: esponsibilities & D Coordinator Sup Court Program S	ded and funded outies (must directly relate to the implementation of the program) pervisor	8%

Please attach additional sheets for more than 2 positions SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted	Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per
service/per y	outh being served, how the cost for services was calculated, and the process that would be or has been
conducted to	select the consultant. Contracted services fees cannot exceed \$650 per day.
Consultant	¥ 1:
Consultant	
Fees:	
Contracted	
Service:	
Selection	
Process:	
Consultant	‡2:
Consultant	
Fees:	
Contracted	
Service:	
Selection Process:	
	Per Diem Narrative – Explain the calculation of travel costs for travel outside the home jurisdiction, (travel
	ulated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the
	on of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).
Purpose of T	
	nal Conference for Youth Diversion Coordinator – Location TBD (est.: Air \$700, Hotel \$500, Mileage \$84, Meals \$110)
Rapid	City Training for Youth Diversion Coordinator & Dir. of Operations (Hotel \$150 x 2, Meals \$110 x 2, Mileage \$301 x 1)
	JDAI Meetings x 4 (Hotel \$75 x4, Mileage \$645 x 1, Meals \$40 x 4)
Purpose of T	Travel:
	and Operating Expenses Narrative - Explain the supplies and equipment costs directly related to the
implementati	on of the program or project. You must be specific regarding the items in which you intend to use federal
	example, a budget item of "office expenses" will not be accepted as these items must be detailed. You need to
	you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined
	igible for reimbursement.
	List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable
	tangible property having a useful life of more than 2 years.
	stipend for Coordinator to cover cost of personal cell phone usage
Operating I	Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable
	and show how you calculated these costs. Generally, supplies include any materials that are expendable or
	ring the course of the project.
	et Costs associated with the administration and facilitation of the JDAI program (including office
	rence and classroom space, office supplies, postage, copy machine and paper, and training materials),
\$ 6,708.63	
Toon Court	Support Materials (Turnel to Mock Trial \$75 state rate v. 4 Mock Trail Designation \$15 8 Mock
	Support Materials (Travel to Mock Trial \$75 state rate x 4, Mock Trail Registration \$15 x 8, Mock
	ge to Pierre \$205.70, Mock Trial youth meals \$160.00, Association Membership Dues \$750, Youth
rogram/1r	aining Supplies \$1,000), \$2,455.70
Moole for II	AI monthly meetings (15 nn y 68 y 12 monthly meetings) 61 440
ivicals for JI	DAI monthly meetings (15 pp x \$8 x 12 monthly meetings), \$1,440

SECTION 4. APPLICATION NARRATIVE

A. Project Abstract & Demonstration of Need

Codington County is seeking this grant to continue to expand diversion services and alternatives to detention in the community. In the last year, Codington County has developed a court approved diversion program that has served 87 youth. The County would like to continue to analyze diversion referral offenses and ensure programs and services fit youth needs and promote successful outcomes. Additionally, Codington County has developed a conditional release process that has kept 3 youth from being detained, while also ensuring they attended court and did not reoffend. In the next grant year, Codington County will continue to explore overnight alternatives to detention for youth when they cannot return home. These may include but are not limited to; a reception center and/or crisis intervention beds in the community.

Demonstration of Need

There were 337 juvenile arrests in Codington County in the 2019, and 87 of those youth were diverted from the formal court process and were successful in their diversion program requirements. This number indicates an incredible growth in youth diversion cases from the previous year (29), but the need for continued diversion support in the community is still high. Of the 5 youth that scored for an alternative on the Risk Assessment Instrument (R.A.I.), 3 were able to be conditionally released. In the last year, Codington County has decreased their annual youth average daily population to .5 from 1.2 in 2017. In addition, juvenile felony petitions decreased by 52.4% since 2017 which indicate reform efforts are working while also protecting public safety. Codington County recognizes that there is a still

a need for a non-secure alternative to detention for youth in the community and will be seeking to explore these options in the coming grant year.

B. Community Readiness

Codington County has been a JDAI site for almost three years. The JDAI collaborative includes the juvenile judge, juvenile prosecutor, sheriff, detention administration, high school administration, local service providers, court services, county commission, and law enforcement. Last year with the Alternatives to Detention Support Grant, we were able to integrate the Boys & Girls Club of Watertown agency to operate the JDAI program along with housing the new Youth Diversion Coordinator position. The agency has been involved with JDAI in Codington County since its inception. In addition, the agency currently provides diversion and prevention options through Teen Court and other programming.

The Youth Diversion Coordinator position has blended well into the Boys & Girls Club of Watertown infra-structure. The mission of the Boys & Girls Club of Watertown is "to inspire and enable all young people to realize their full potential as productive, caring and responsible citizens." The Club's vision is to provide a world-class Club experience that assures success is within reach of every young person who walks through their doors, with all members having a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle. Youth deserve the best we have to offer, and that means opportunities to work with positive mentors and learn from past mistakes.

Established in 1973, the Boys & Girls Club of Watertown has evolved from a juvenile diversion program serving boys out of a vacant downtown store, into a highly visible youth development program inspiring over 3,200 girls and boys annually and 400 youth per day in

eight locations. The Club serves all youth regardless of their ethnicity, background or economic standing.

The Club, which is conveniently located next to the Watertown High School, has a successful history of administering a multitude of evidence-based programs. Recent programs currently offered include Positive Action: a systematic educational program that promotes an intrinsic interest in learning and encourages cooperation among students, and Project Learn: a program which reinforces academic enrichment through homework help, tutoring and games. We have learned this last year the Club was a good fit in leading JDAI services, and there has been positive evidence and impact on the youth in Watertown through the support of this position.

The position will continue to be housed within the newly renovated Boys & Girls Club facility, which is a secure building with 37 cameras, door access key fob system, and numerous security features. The Club features conference room space, classrooms and office space for the position. This youth center will continue to be a positive gathering place for JDAI committee meetings and youth meetings with the Youth Diversion Coordinator.

This position will again coordinate the Teen Court Program and we look forward to a continuum of services of the program which is currently facilitated at the Boys & Girls Club.

The goal of this position was to expand upon Teen Court diversion to offer diversion services to all levels of youth entering the system. This goal has been achieved and we look forward to year two in the grant cycle, and working with the Codington County State's Attorney's office.

The Teen Court program sponsored by the Boys & Girls Club has been in existence since 2007. With this program, defendants between the ages of 10 and 18 are given a second chance. Through a referral from the Office of the States Attorney, these students are given an opportunity

to stand in front of a jury of their peers to explain the crime they committed. Each defendant is assigned a student defense attorney and their case is presented. After the case has been heard, the teen jury deliberates on a disposition. This disposition is made up of community service, community action points, essays, classes, and also an opportunity to serve as a juror for future sessions. The defendant then has ninety days to complete this disposition.

In 2019, 22 youth were served through Teen Court, indicating the continued need for expansion of diversion services in the County. So far up through the COVID pandemic, 7 youth offenders were participating in the program. The cases that have been seen by the program range from underage possession of alcohol to possession of marijuana. In years past, the cases within the Teen Court program included underage consumption of alcohol and petty theft, but these have ceased since the introduction of Senate Bill 73. This could be an opportunity, dependent upon the States Attorney's office and law enforcement, to increase the number of cases within the Teen Court program.

The Boys & Girls Club organization has a proven track record of the knowledge, background and capacity to support juvenile justice services and already has many partnerships with Codington County as stated above. The County will continue work closely with the Boys & Girls Club in ensuring all programming, reporting, and reimbursement deadlines are fulfilled.

The School Districts in the County have been helpful in the expansion of juvenile diversion services and have shown great support in year one of this grant. School principals and their counseling teams have always been dedicated partners and advocates for helping youth succeed and are open to adopting more alternatives to detention.

We see no direct barriers to prevent the proposed project in Codington County. Like most rural counties, staffing and budgetary restraints exist at the Codington County Sheriff's Department and funds from this grant will support a comprehensive JDAI program. The Sheriff's Department continues to foresee budget constraints with sending youth outside the County for overnight shelter care, and we anticipate this grant could fund this type of service on a local level giving more budget efficiencies and better services to the youth served. The Sheriff's Department supports these efforts and the JDAI committee will continue to work on overnight care in the County.

Please see the attachment #2 for letters of support and a list of County professionals who have also indicated their support via electronic agreement. This method was chosen due to COVID, since many offices have been closed and personal exchanges are not recommended. These letters and acknowledgement of support show a willingness to adopt the additional JDAI strategies within Codington County for the year two grant renewal.

The average daily population (ADP) in Codington County (2018) for youth in detention was .3 with an average length of stay at 4.52. Codington County already limits the use of secure detention and has the lowest override up (13%) rate of any JDAI site in the state. Codington County is seeking alternative options to include shelter care (within the County) and electronic monitoring to keep youth that do not pose a public safety risk in the community. With the goal of providing access to a continuum of services, including culturally responsive programming, Codington County will decrease the overrepresentation of youth of color in detention and increase successful diversion outcomes for youth of color. The goal of expanding diversion options is to eliminate existing barriers such as transportation and ability to pay for services.

Grant monies will be utilized for staff time to be dedicated specifically to JDAI

Coordination. This will include data tracking ability to determine the success of implemented diversion programs and alternatives to detention. This data will be presented to the local JDAI

collaborative on a quarterly basis to help guide decision making. The Unified Judicial System intends to support the created position with training opportunities such as the national JDAI conference, National Conference on Juvenile Justice, and participation in the Positive Youth Development conference.

C. Alignment with South Dakota JDAI implementation

The average daily population (ADP) in Codington County (2019) for youth in detention was .5 with an average length of stay at 4.5 days. Codington County has implemented a conditional release process and utilizes the Boys & Girls Club as an evening reporting center when appropriate. Having an alternative option for youth will further reduce Codington County's override up rate. Codington County has managed to decrease barriers to services such as transportation and fees. This ultimately creates a more equitable system for all youth that come into contact with law enforcement. Codington County will continue to partner with community advocates and promote cultural responsive programming whenever possible.

The JDAI Coordinator is currently tracking all JDAI state required data points. In addition, the JDAI Coordinator has created a tracking method for youth on diversion. This data is presented to the local JDAI collaborative on a quarterly basis to help guide decision making. The Unified Judicial System will continue to support this position with training opportunities such as the state JDAI conference, access to JDAI Connect, and a Positive Youth Development training in Codington County in 2020. We have developed a strong relationship with our State JDAI Coordinator, Annie Brokenleg. She has been an important partner, and has helped us create collaborations with other state JDAI programs, improve our local program, and reach our first year goals within Codington County.

D. Strategies for Implementation

- I. The Youth Diversion Coordinator will continue to participate in monthly JDAI and Diversion Coordinators calls through the entire grant period.
- II. The Youth Diversion Coordinator will provide case management support and services.
- III. The Youth Diversion Coordinator will hold at least quarterly JDAI collaborative meetings with stakeholders to implement goals on the JDAI work plan. This will include developing and expanding upon existing Alternatives to Detention while utilizing data to drive decision making.
- IV. The Youth Diversion Coordinator will attend and participate in a state JDAIConference in September in Rapid City, SD.
- V. The Youth Diversion Coordinator will attend and participate in a National Coordinator Convening in the next grant year, time and location TBD.
- VI. The Youth Diversion Coordinator, along with the state JDAI Coordinator, will hold a Positive Youth Development training for community stakeholders in 2020.
- VII. The Youth Diversion Coordinator will continue to explore and research diversion opportunities for youth based on current community needs.
- VIII. The Youth Diversion Coordinator will continue to track and enhance data collection capabilities through the grant period.
- IX. The Youth Diversion Coordinator will participate in local government meetings when necessary to promote youth justice work and create sense of urgency for sustainability after the grant period ends.

- X. The Youth Diversion Coordinator, along with the state JDAI Coordinator, will seek to hold a RAI training for law enforcement members during this grant period.
- XI. The Youth Diversion Coordinator, Detention Center Administration, Sheriff's Department, and the County Commission will review data to determine funding for the next fiscal year.
- XII. The Youth Diversion Coordinator, along with the JDAI collaborative, will explore overnight alternative to detention options for youth such as a reception center and/or crisis intervention beds.
- XIII. Through the JDAI initiative, the JDAI workgroup will seek data on ethnic disparities and develop policies to address this. This will include cultural training and a concentration on equity and personal responsiveness.
- XIV. In this grant year we will add the Zuercher Law Enforcement Database software for the Youth Diversion Coordinator to utilize for case management and tracking purposes. This will give efficiencies in information sharing with local law enforcement officials.
- XV. The position will support juvenile diversion alternative services divided into three responsibilities:
 - 1. JDAI coordination
 - 2. Teen court operations and diversion services
 - 3. Case management, referral and data tracking and analysis

JDAI leaders at both the County level and state level will work together to determine objectives and activities necessary to make progress on each of these responsibilities. Continuing to dedicate a FTE to these services will enhance juvenile justice services in Codington County and

will provide consistent and reliable solutions for youth. The Youth Diversion Coordinator will promote collaborations between juvenile court officials in Codington County, probation agencies, the State's Attorney's office, schools, and other youth advocates. This application to the South Dakota Department of Corrections reflects a request for a second year of funding, with an understanding of an additional year of funding potentially available for the following year.

- **b**. As an employee of the Boys & Girls Club of Watertown, this position will report to the Executive Director and Director of Operations and will participate in the standard annual evaluation and review process as all other Club employees. If certain measures need to be evaluated that are unique to this position, these performance measures will be guided by the State JDAI Coordinator and/or from the County.
- c. To ensure the safety and security measures of youth members and other Boys & Girls Club employees within the youth development setting, the Youth Diversion Coordinator will give permission for a background check that verifies their identity, provides a national sex offender registry search, and provides a comprehensive criminal search which include a national, statewide or County level search.
- d. The Youth Diversion Coordinator is considered a Boys & Girls Club employee and will be engaged in staff meetings, trainings, and will follow all organizational policies and procedures.

 They will gain important skills related to youth guidance, program and curriculum development, working as a team, and adaptability.
- **e.** All grant expenses, receipts and financial documentation for the Youth Diversion Coordinator including salary and benefits, travel and per diem, and equipment and operating expenses will be completed and sent monthly to the Department of Corrections for reimbursement, and cc'd to the County. Following each claim and reimbursement, the Boys & Girls Club Director of Finance

will send the approved reimbursement documents to Cindy Brugman at the County Auditor's Office.

E. Project Performance Measures and Evaluation

Codington County and the Boys & Girls Club have had a positive collaboration with law enforcement, the State's Attorney's Office, and the local detention center to collect arrest, diversion, and average length of stay and average daily population data. The Boys & Girls Club is already tracking Diversion data and will work in conjunction with the State's Attorney's Office to track recidivism on all diversions. Data will be disaggregated by gender, race and ethnicity.

Codington County will continue tracking average length of stay and average daily population and will provide this information to the Boys & Girls Club to disseminate to the JDAI collaborative. The position will have access to up to date RAI data through the Unified Judicial System's JRAI data reporting system. In year two, training will continue to be provided to the Juvenile Diversion Coordinator on data collection, analysis, and dissemination by the state JDAI Coordinator and through attending the model JDAI site visit and national JDAI conference.

We made great strides in year one, and are proud of our accomplishments. Most notably we made a significant increase in diverted cases, and created both a pre-arrest diversion and conditional release process.

F. Description of Program Geographic Boundaries

The Youth Diversion Coordinator position will continue to serve youth, families, and community stakeholders in urban and rural Codington County. To give a better understanding of the county make-up, the 2010 United States Census, reported there were 27,227 people, 11,432

households, and 7,216 families in the County. The County has a total area of 717 square miles, with the County seat being located in Watertown, SD.

G. Target Population

The target population is youth under the age of 18 (and their families), who have had contact with the juvenile justice system or who are at risk of having contact with the juvenile justice system. Target populations for detention reform may also include youth of color, females, youth with school/truancy offenses, domestic assaults on a family member, warrants, and homeless youth.

The goal is to prevent or divert youth involvement in the juvenile justice system and to eliminate or minimize disproportionate minority contact. This project will focus on prevention and intervention for youth engaging in behaviors putting them at risk for justice system involvement. The JDAI collaborations in the County will work to create an effective, fair and efficient system that produces positive outcomes for youth, families and communities while protecting public safety.

According to the 2019 Kids Count Factbook, in Codington County, there are 1,057 households who receive Supplemental Nutrition Assistance Program (SNAP) benefits and 24 families who are enrolled in the TANF program. Youth living in poverty in Codington County is at 12.4%. Approximately 32% of school-aged youth in Codington County receive free or reduced meals through their schools. These are all indicators that there are financial hardships for many families in Codington County.

From 2014 - 2018, the South Dakota Kids Count data summarizes children with working parents in the labor force in Codington County to be at 81% for children under 6 years and 82% for children 6 - 17 years. This high number of working parents is an indicator of children who

may be without supervision and may have a higher likelihood of being arrested or receiving a citation as a juvenile. Maintaining a Youth Diversion Coordinator into the Boys & Girls Club diversion services will give parents peace of mind that we are providing additional quality mentors and supervision to community youth. The Boys & Girls Club has a history of making a huge impact on the community by fostering relationships and filling gaps youth need to live a positive and productive life and this will increase even more with a comprehensive JDAI focused program.

Provide an overview of the participants eligible for participation through using the table below.

	Γ	arget	Population D	etail	s (Plac	e an "X" in the box to the	e left o	fall those that apply)
Ra	ce(s):			Of	fende	r Type(s):	Ge	eography:
х	American l Native	Indian/	Alaskan	х	At-I	Risk Population (no prior nse)	x	Rural
X	Asian			x	Firs	Time Offenders	х	Suburban
X	Black/Afri	can Am	erican	x	Rep	eat Offenders	х	Tribal
X	Hispanic o	r Latino	(of any race)	х	Sex	Offenders	х	Urban
X	Other Race	;		х	Stati	us Offenders	Ag	je:
X	White/Cau	casian		х	Viol	ent Offenders	х	Under 11
Sex	•	Re	ferral Source	:			x	12-13
X	Female	х	School		x	Court System	x	14-15
X	Male	х	State's Attorn	ney		Other	х	16 -18

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or

4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Pat Bad Hand, Rosebud Sioux Tribe Detention Center;

Judge Tami Bern, First Judicial Circuit Judge;

Keegan Binegar, Youth Member;

Kristi Bunkers, Department of Corrections Director of Juvenile Services;

Kim Cournoyer, Service Provider at Great Plains Psychological Associates;

Charles Frieberg, Director of Trial Court Services;

Tiffany Glaser, Department of Social Services JJRI Program Manager;

Doug Herrmann, Executive Director of The Club for Boys;

Sheriff Brad Howell, Codington County Sheriff;

Alexis Kohler, Youth Member;

Angela Lisburg, Avera Saint Mary's Hospital;

Dave McNeil, Aberdeen Police Department Chief;

Betty Oldenkamp, Chair and CEO of Lutheran Social Services;

Tierney Scoblic, Youth Member;

Carol Twedt, Former Minnehaha County Commissioner; and

Cassidy Wright, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

- 1. The Subgrantee agrees to comply with all Formula Grant program requirements.
- 2. The Subgrantee agrees to follow the JDAI model and strategies.
- 3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
- 4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
- 5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
- 6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
- 3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- 4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
- 5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
- 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
- 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the

applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o <u>Commercial General Liability Insurance</u>: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o <u>Professional Liability Insurance or Miscellaneous Professional Liability Insurance</u>: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.
- o <u>Business Automobile Liability Insurance</u>: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o <u>Worker's Compensation Insurance</u>: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies,

regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

- 1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
- 2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
- 3. Any funds awarded under one subgrant cannot be used in another.
- 4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
- 5. All applicants are subject to federal, state, and local laws and regulations.
- 6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
- 7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- 8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
- 9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
- 10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
- 11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
- 12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

- 1. A conflict of interest policy is enforced within the subrecipient's organization;
- 2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
- 3. An effective internal control system is employed by the subrecipient's organization; and
- 4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures	are Required	
County Commission Chair		
Name Brenda Hanten	Title Codington County Comn	nission Chairman
Address 14 1st Ave. SE	City/State/Zip Watertown SD 57	201
E-mail bhanten@codington.org	Phone 605-882-6288	Fax 605-882-6288
Signature Drenck anten	Date 6-3-2020	
B. Project Director		
Name Liz Christianson	Title Executive Director – BG	C of Watertown
Address PO Box 833	City/State/Zip Watertown SD 572	201
E-mail christiansonl@bgcofwatertown.com	Phone 605-886-6666	Fax 605-886-2632
Signature Elizabeth att att	Date (0/4/20	
C. Financial Officer	, ,	
Name Cindy Brugman	Title Codington County Audito	or
Address 14 1st Ave. SE	City/State/Zip Watertown SD 572	201
E-mail cbrugman@codington.org	Phone 605-882-6297	Fax 605-882-6288
Signature Condy R sugman	Date 6-3-2020	
D. Other Official		
Name Carmen Means	Title Circuit Judge	
Address 14 1st Ave. SE	City/State/Zip Watertown SD 572	201
E-mail Carmen.Means@ujs.state.sd.us	Phone 605-882-5110	Fax
Signature (authorn Means	Date 614 7020	

Original Signatures are Required **Local JDAI Workgroup Members** Title A. Name Date Signature Title B. Name Date Signature Title C. Name Date Signature Title **D.** Name Date Signature Title E. Name Date Signature Title F. Name Date Signature Title G. Name Date Signature Title H. Name Date Signature

Please attach additional sheets for more than 8 members.

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
MOU
Attachment 2
Letters of Support
Attachment 3
2019 JDAI Data Sheet
Attachment 4
Community Support Document
Attachment 5
Boys & Girls Club of Watertown Impact Sheet
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

CODINGTON COUNTY JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) COMMITTEE MEMORANDUM OF UNDERSTANDING (MOU)

I. PARTIES

This document constitutes an agreement between the South Dakota Third Judicial Circuit, Codington County, the City of Watertown, Codington County Sheriff's Office, Codington County States Attorney's Office, Third Judicial Circuit Court Services, Watertown Police Department, Human Services Agency, Lutheran Social Services, Watertown Boys and Girls Club, Watertown School District, South Dakota Department of Corrections, South Dakota Department of Social Services, the Codington County Public Defender (local law firm under contract to provide Public Defender services), and other parties as amended.

II. PURPOSE

This agreement establishes the Codington County JDAI Committee and is entered into by the above-named agencies to establish a cooperative relationship by applying the eight core strategies (enumerated in paragraph IV) of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention of juvenile offenders;
- Minimize re-arrest of juvenile offenders and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities for juvenile offenders;
- · When necessary, redirect public resources and policies to sustain successful reforms.

III, AUTHORITY

The Codington County JDAI Committee shall have the authority to facilitate the coordination of inter-agency solutions to achieve the purpose described above. The JDAI Committee may make appropriate resource or policy recommendations to the governing bodies of the agencies represented on the JDAI Committee.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the original date of signature.

Amendments to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Codington County JDAI Steering Committee, the new party may be added upon approval by all agencies represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

V. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Codington County JDAI Steering Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:

- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- . Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.

. VI. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Codington County JDAI Steering Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with public safety. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

VII. COMMITTEE LEADERSHIP AND MEETINGS

JDAI Co-chairpersons, of the JDAI committee will be a 3rd Circuit Judge chambered in Codington County and a Codington County Commissioner. Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons. Co-chairpersons have the authority to conduct the meetings to facilitate discussion and decision-making. The committee will appoint a secretary to keep minutes, which will be agreed upon by the committee. In matters that require a vote, each agency represented on the JDAI Committee shall have one vote. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation. 3rd Judicial Circuit Court Services shall assist the co-chairpersons in coordination of meetings.

The Honorable Gregory J. Stoltenburg Date Date Myron Johnson Chairman, Codington County Commissioners Presiding Judge, 3rd Judicial Circuit Jeff Danielson Sarah Caron Superintendent Mayor Watertown School District City of Watertown 12-14-12 Rebecca Morlock Reeve Date State's Attorney Sheriff State's Attorney's Office Codington County Sheriff's Office Molly Ramio/ Third Judicial Circuit Court Date Lee McPeek Chief of Police Services Watertown Police Department 12-19-17 Dawn Johnson Date Amber Nogelmeier Regional Manager South Dakota Department of Department of Social Services Corrections Liz Christiansen Date Charles Sherman, PhD. Director Date Boys and Girls Club **Executive Director**

Human Services Agency

COUNTY COMMISSIONERS Codington County

14 1st Ave. SE • Watertown, SD 57201-3611 (605) 882-6288 Fax (605) 882-6288



May 12, 2020

Bridget Coppersmith
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

Dear Ms. Coppersmith:

We, the Board of Commissioners of Codington County, support the Juvenile Detention Alternative Initiative sub-grant application on behalf our county and community. This grant has been very beneficial, we believe that renewal of this grant opportunity will allow our community to continue the improved synchronization of community resources which have resulted in more alternatives that greatly reduce the need to incarcerate juvenile offenders. By minimizing juvenile incarceration, this effort has the added benefit of helping to control our jail's inmate population.

We appreciate this opportunity and look forward to its positive impact in our community.

Sincerely,

Brenda Hanten,

Chairman, Codington County Board of Commissioners



Lee McPeek Chief of Police

May 6, 2020

Bridget Coppersmith Department of Corrections 3200 East Highway 34 Pierre, SD 57501-5070

Dear Ms. Coppersmith:

The Watertown Police Department supports the Juvenile Detention Alternative Initiative (JDAI). Specifically, we also support the work Ms. Brooke Reidburn is doing as the JDAI/Youth Diversion Coordinator. We have seen firsthand the successes of those who participate in the services provided by Ms. Reidburn. Ms. Reidburn's work with teen court, diversion services, case management, referrals, and data tracking is an invaluable service to the area.

WATERTOWN POLICE DEPARTMENT
128 North Maple Street
Watertown, SD 57201
Website: www.watertownpd.com

Ms. Reidburn's role has definitely enhanced the juvenile justice services in this area as she has worked to provide consistent and reliable solutions to our youth. I have personally witnessed Ms. Reidburn collaborate with court officials, probation agencies, prosecutors, and other youth advocates as well as myself.

The Watertown Police Department further supports the goals of this position within our community to divert youth involvement in the juvenile justice system. The focus Ms. Reidburn places on prevention and intervention for youth is imperative to lower the risk of them becoming involved in the justice system. By lowering this risk we are improving the lives of the youth, their families, and the communities they are a part of.

We fully support Ms. Reidburn's application for this grant opportunity and look forward to its continued positive impact in our community.

Sincerely,

Steve Rehorst

Professional Standards Captain

City of Watertown

PO Box 910

Watertown, SD 57201

ADMINISTRATION (605) 882-5237

DETECTIVES (605) 882-5238

DISPATCH (605) 882-6210

RECORDS (605) 882-6214

STATE OF SOUTH DAKOTA

THIRD JUDICIAL CIRCUIT COURT

CODINGTON COUNTY COURTHOUSE 14 1st Avenue S.E., Watertown, SD 57201 FAX Number (605) 882-5106

HON. CARMEN A. MEANS Circuit Court Judge (605) 882-5090 Carmen.Means@ujs.state.sd.us



DAWN RUSSELL Court Reporter (605) 882-5092 Dawn.Russell@ujs.state.sd.us

May 15, 2020

To Whom It May Concern:

I am writing this letter to express my continued support for the JDAI Initiative in Codington county. As the juvenile court judge in Codington county, I was initially approached regarding my interest in learning about JDAI approximately two years ago. Since receiving that education and training, I have been active in forming our local JDAI collaborative, and have been encouraged by the community support and cooperation to tackle juvenile justice reform.

With the grant money that we have received, Codington county has taken great strides forward in implementing change in our juvenile justice system. We have developed and implemented alternatives to detention. We have expanded our diversion programs in an attempt to keep youth from entering the juvenile justice system. As a result of these efforts, we have seen significant decreases in detention numbers in Codington county.

I am committed to working in our community to achieve better outcomes for juveniles by reducing unnecessary pre-adjudication incarceration and by working diligently to reduce any racial disparities in our system.

I hope that I can continue to play my part in fostering the core strategies of JDAI.

Sincerely,

Carmen Means Circuit Court Judge

amen Means

Third Judicial Circuit



1000 3rd Ave NE P.O. Box 833 Watertown, SD 57201-0833 (605) 886-6666 www.bgcofwatertown.com

Serving the Youth of Watertown Area Since 1973

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Julie Fuerstenau

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Larry Webb

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Melissa Werner

May 15, 2020

Bridget Coppersmith Department of Correction 3200 East Highway 34 Pierre, SD 57501-5070

Dear Ms. Coopersmith,

This letter is in support of Codington County's application for a year two renewal of the Alternatives to Detention Sub-grant through the Department of Corrections.

I can speak first hand regarding this success of this collaboration. As the lead agency in Codington County executing the directives for this grant, it has been positive and many new initiatives have been generated. The grant supported a new staff position housed within the Boys & Girls Club. This position, the Youth Diversion Coordinator, has been paramount in leading new systems including a conditional release agreement with the County jail and developing a pre-arrest diversion process.

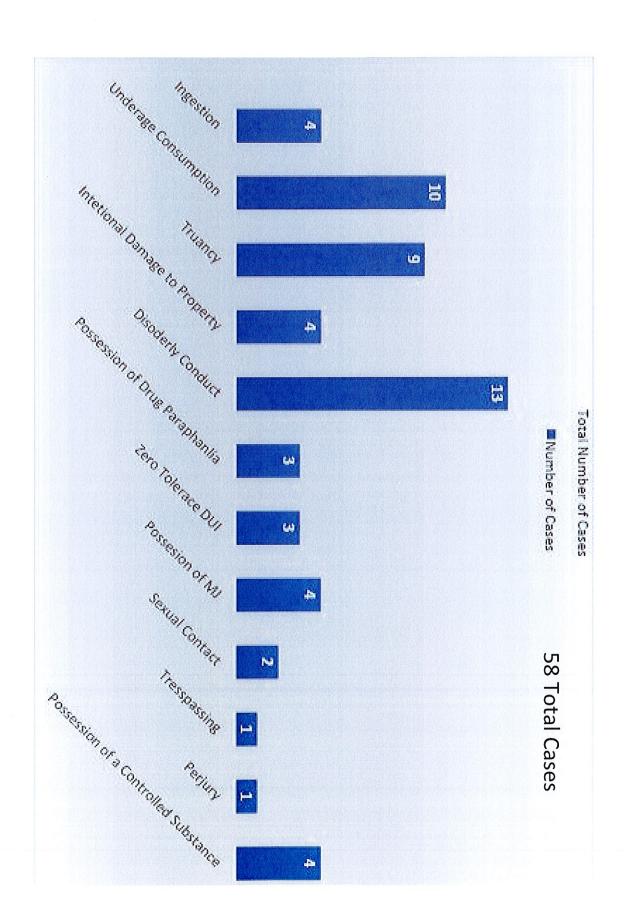
As the current facilitator of the Teen Court program, we also realized the need for this type of program to give consistency and develop appropriate and effective detention alternatives to juveniles. The grant has supported our Teen Court efforts during a time of funding declines.

We look forward to another year of partnership with many agencies in increasing awareness and better serving the County and youth with expanded judicial services.

Sincerely,

Liz Christianson

Executive Director christiansonl@bgcofwatertown.com



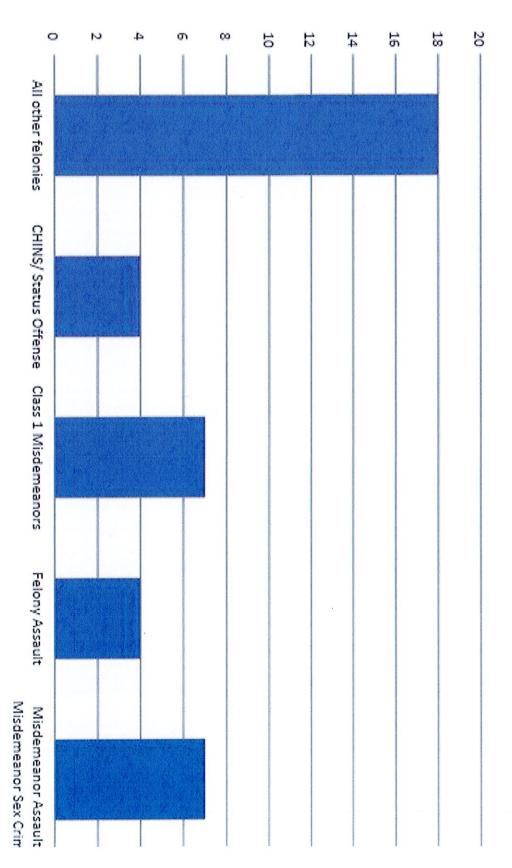


2019 Codington Detention Data

42	# of Admission s
190 0.5 4.5238	Total Bed Days
0.5	ADP
4.5238	ADP ALOS
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21	Bed Days -
0.058	/s-ADP- /
0.058 1.2353	ALOS- YOC
10	# of Felony Admiss.
11	# of Misd./Other Offense
0	# of CHINS Admiss.
29	# of Other Type of Admissions

2019 RAI Data Snapshot

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Offenses

Replied "Yes" to Are you in support with Codington County submitting an application for year 2 of the Alternatives to Detention sub-grant?

Kathleen Miller 5/8/20

Kari Johnston 5/8/20

Kelli Rumpza 5/8/20

Tom Burns 5/22/20

Louis Canfield 5/8/20

Brian DeJong 5/13/20

Judge Means 5/15/20

Matt Blackwelder 5/15/20

Lisa Feltch 5/15/20

Brad Howell 5/15/20

Liz Christianson 5/15/20

Todd Stark 5/15/20

Stephanie Traversie 5/17/20



Attachment #5 **IMPACT**





HEALTHY MEALS AND SNACKS SERVED





MEMBERS PARTICIPATED IN PREVENTION EDUCATION PROGRAMS





HIGH-YIELD ACTIVITIES OFFERED TO MEMBERS





YOUTH RECEIVED HOMEWORK ASSISTANCE



"THE CLUB BECAME MY HOME AND A PLACE I KNEW I CAN FEEL SAFE IN AND FEEL LOVED. THE CLUB OFFERS ME MANY OPPORTUNITIES TO HAVE FUN, BE MYSELF AND HOW TO BE KIND." - SONNY, AGE 11



3 - 18 YEAR OLDS

AVERAGE YOUTH DAILY

BOYS & GIRLS CLUB OF WATERTOWN

BGCOFWATERTOWN.COM | 605-886-6666

